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June 22, 2015

Mr. James Clark
City of Greensboro Attorney
PO Box 3136
Greensboro, NC 27402-3136

Re: *Brian D. Watkins*

Dear Jim:

Our letter to you dated May 13, 2015, went unanswered. Enclosed is another copy of it.

Because we received no communication in response to the letter, we proceeded with a lawsuit. Enclosed is a courtesy copy of the complaint. Also enclosed is a copy of our first set of interrogatories. Please be kind enough to furnish me with the true name of the pseudonym for John Doe for the November 22, 2014, incident.

We look forward to hearing from you soon.

Yours sincerely,



Norman B. Smith

NBS:bl:8301

Enclosure

cc: Mr. Brian D. Watkins

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
15 CVS _____**

**PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO
DEFENDANTS**

Attorney for Plaintiff
Norman B. Smith
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NCSB 4962

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
15 CVS _____

[illegible]

11/22/14 - _____ arrested
Watkins for resist.
+ interfering w/lan
officer during a
traffic stop that
Watkins wasn't involved

3. Defendant John Doe is a pseudonym for the true defendant, whose identity plaintiff presently does not know, who is a citizen and resident of Greensboro, Guilford County, North Carolina, and at all material times hereto has

been a duly appointed, qualified, and acting officer of the Greensboro Police Department. He is sued in his individual and official capacities.

4. On March 9, 2015, plaintiff was arrested by defendant A. G. Maas for allegedly disorderly conduct. Plaintiff was taken into custody, placed in jail, required to secure bond for his release, and prosecuted in Guilford County District Court for the above alleged offenses.

5. On November 22, 2014, plaintiff was arrested by defendant John Doe for allegedly resisting and interfering with an officer. Plaintiff was taken into custody, placed in jail, required to secure bond for his release, and prosecuted in Guilford County District Court for the above alleged offenses.

6. The incident on March 9, 2015, arose out of plaintiff's counter-protesting in a lawful and orderly manner, against persons who were engaged in an anti-gay protest.

7. There was no basis whatever for the alleged offense of disorderly conduct, that was lodged by defendant A. G. Maas against plaintiff.

8. The charges against plaintiff on March 9, 2015, were dismissed by the Guilford County District Attorney on April 28, 2015.

9. The incident on November 22, 2014, arose out of plaintiff's lawfully recording with the photographic apparatus of his cell phone, the conduct of police at a traffic stop. Plaintiff handed a printed flyer to the driver of the stopped

automobile concerning police liability, and he asked the driver if there was a problem, to which the driver responded that there was not. Immediately, plaintiff backed away somewhat, and continued recording the event with his cell phone photographic application. Plaintiff was not doing anything that violated any law. Nevertheless, defendant John Doe arrested him for resisting arrest and interfering with an officer.

10. There was no basis whatever for the alleged offenses of resisting arrest and interfering with an officer, that were lodged by defendant John Doe against plaintiff.

11. The charges against plaintiff on November 22, 2014, were dismissed by the Guilford County District Attorney on January 15, 2015.

**FIRST CAUSE OF ACTION
AGAINST DEFENDANT A. G. MAAS
FOR ASSAULT AND BATTERY**

12. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

13. Defendant A. G. Maas displayed force against plaintiff and threatened him with immediate non-consensual body contact, consummating his assault on plaintiff and rendering it into a battery, by touching and handling his body while placing him under arrest and transporting him in a police vehicle.

14. Proximately and directly as a result of the assault and battery by defendant A. G. Maas, plaintiff sustained and will sustain injuries and damages in an amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against criminal charges.

15. Because defendant A. G. Maas acted with actual malice in a sense of personal ill will, and acted with conscious and intentional disregard to plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff is also entitled to recover punitive damages of this defendant.

**SECOND CAUSE OF ACTION
AGAINST DEFENDANT JOHN DOE
FOR ASSAULT AND BATTERY**

16. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

17. Defendant John Doe displayed force against plaintiff and threatened him with immediate non-consensual body contact, consummating his assault on plaintiff and rendering it into a battery, by touching and handling his body while placing him under arrest and transporting him in a police vehicle.

18. Proximately and directly as a result of the assault and battery by defendant John Doe, plaintiff sustained and will sustain injuries and damages in an

amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against criminal charges.

19. Because defendant John Doe acted with actual malice in a sense of personal ill will, and acted with conscious and intentional disregard to plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff is also entitled to recover punitive damages of this defendant.

**THIRD CAUSE OF ACTION
AGAINST DEFENDANT A. G. MAAS
FOR FALSE ARREST AND FALSE IMPRISONMENT**

20. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

21. Defendant A. G. Maas illegally restrained plaintiff, using force to do so, and restrained plaintiff against his will.

22. Proximately and directly as a result of the false arrest and false imprisonment, plaintiff sustained and will sustained injuries and damages in an amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against criminal charges.

23. Because defendant A. G. Maas acted with actual malice in the sense of personal ill will, and acted with conscious and intentional disregard to plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff also entitled to recover punitive damages.

**FOURTH CAUSE OF ACTION
AGAINST DEFENDANT JOHN DOE
FOR FALSE ARREST AND FALSE IMPRISONMENT**

20. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

21. Defendant John Doe illegally restrained plaintiff, using force to do so, and restrained plaintiff against his will.

22. Proximately and directly as a result of the false arrest and false imprisonment, plaintiff sustained and will sustained injuries and damages in an amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against criminal charges.

23. Because defendant John Doe acted with actual malice in the sense of personal ill will, and acted with conscious and intentional disregard to plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff also entitled to recover punitive damages.

**FIFTH CAUSE OF ACTION
AGAINST DEFENDANT A. G. MAAS
FOR MALICIOUS PROSECUTION**

24. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

25. Defendant A. G. Maas caused a criminal proceeding to be instituted against plaintiff without probable cause.

26. Defendant A. G. Maas instituted a criminal proceeding against plaintiff with malice, that is, acting out of a motive of ill will, spite, grudge, revenge, or oppression.

27. The criminal proceeding ended in plaintiff's favor with dismissal of the charges against him on April 28, 2015.

28. Proximately and directly as a result of the malicious prosecution of plaintiff, he sustained and will sustain injuries and damages in an amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against the criminal charges.

29. Because defendant A. G. Maas acted with actual malice in the sense of personal ill will, and acted with conscious and intentional disregard of plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff is also entitled to recover punitive damages of this defendant.

**SIXTH CAUSE OF ACTION
AGAINST DEFENDANT JOHN DOE
FOR MALICIOUS PROSECUTION**

24. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 11, and incorporates the same by reference herein as if again fully set forth.

25. Defendant John Doe caused a criminal proceeding to be instituted against plaintiff without probable cause.

26. Defendant John Doe instituted a criminal proceeding against plaintiff with malice, that is, acting out of a motive of ill will, spite, grudge, revenge, or oppression.

27. The criminal proceeding ended in plaintiff's favor with dismissal of the charges against him on January 15, 2015.

28. Proximately and directly as a result of the malicious prosecution of plaintiff, he sustained and will sustain injuries and damages in an amount in excess of \$10,000.00, including physical pain, inconvenience, loss of personal liberty, and expenses for securing his release and defense against the criminal charges.

29. Because defendant John Doe acted with actual malice in the sense of personal ill will, and acted with conscious and intentional disregard of plaintiff's rights, which he knew was reasonably likely to result in injury, plaintiff is also entitled to recover punitive damages of this defendant.

WHEREFORE, plaintiff prays that he have and recover his damages of defendants, together with such interest thereon as is provided by law, that the costs of this action be taxed against defendants, that all issues of fact be tried by jury, and that plaintiff have such other and further relief as to the court may seem just and proper.



Attorney for Plaintiff

Norman B. Smith

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RELEASE

Brian D. Watkins, hereafter referred to as the Undersigned, being of lawful age, for the sole consideration of Ten Thousand (\$10,000.00) which shall first be in hand paid as a condition precedent to the operation of this Release, does hereby for himself and his heirs, executors, administrators, successors and assigns remise, release, acquit and forever discharge A.G. Maas and the City of Greensboro, specifically including all of its officials, employees, agents, servants, successors, assigns, subsidiaries and/or related entities and all other persons, firms, corporations, associations or partnerships, whether in individual or official capacity (hereafter collectively "the Defendants"), of and from any and all lawsuits, judgments, debts, claims, demands, rights, damages, costs, expenses and any and all other compensation whatsoever, which the Undersigned had, now has or may hereafter have on account of or in any way arising or growing out of any and all known and unknown, foreseen and unforeseen claims against the City of Greensboro or any of its officers, employees, agents, servants, successors, assigns, subsidiaries and/or related entities arising from, related to or concerning in any way to any incidents resulting in alleged injury, damage or harm to the Undersigned which allegedly occurred on or about November 22, 2014 through and including the date of March 9, 2015 ("the Dispute"). This Release shall be a fully binding and complete settlement between the parties and their heirs, successors and assigns.

In making this Release, the Undersigned expressly acknowledges and agrees that he relies wholly upon his own judgment, belief and knowledge of the Dispute and liability therefor, and such judgment is made without reliance upon any settlement or representation of the party or parties hereby released or their representatives.

The Undersigned hereby expressly waives and assumes the risk of any and all claims for damages or otherwise which exist as of this date, and which in any way relate to the Defendants, and all causes of action which have been asserted or which could have been asserted as a result of the same, whether such is or was known, suspected to exist or unknown whether through lack of knowledge, oversight, error, negligence or otherwise, and which if known would materially affect any decision to enter into this Release. The Undersigned further agrees that this Release is executed as a complete compromise of a doubtful claim involving disputed issues of law and fact and assumes the risk that the facts or law are otherwise than may be believed.

The Undersigned further acknowledges, covenants, represents and warrants that the Undersigned indemnifies the Defendants of and from all claims and will hold the Defendants harmless from any and all liability, including costs and attorney fees, arising from right of subrogation or claim for compensation or payment, or any lien, statutory charge or obligation of reimbursement, or any other compensation or payment due to any third party from the proceeds of this settlement or as a result of this settlement, whether same arises under federal, state or other law, regulation or pursuant to a contract. It is the intention of the Undersigned to limit the liability of the Defendants completely to the consideration recited herein and to relieve the Defendants of and from any liability to any third parties, including claims for contribution and/or indemnity.

The Undersigned further declares and represents that no promise, inducement or agreement not expressed in this Release has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and

not a mere recital.

The Undersigned further declares that this Release is made pursuant to the laws of the State of North Carolina, and that the State of North Carolina is the sole and exclusive jurisdiction for any disputes arising under this Release, and the proper venue for a suit under this Release is Guilford County, North Carolina.

The Undersigned represents and warrants that no other person or entity has or ever has had any interest, right or otherwise in or was entitled to assert the claims, demands, obligations or causes of action referred to herein, and that the Undersigned has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein.

The Undersigned represents that he has been accorded adequate opportunity to obtain counsel for advice, representation and assistance upon the matters herein, and that he has entered into this Release knowingly, voluntarily and freely. The Undersigned expressly agrees that the terms and conditions of this Release are the result of fair bargain and exchange. In entering this Release, the Undersigned represents that he has chosen to either enter this Release in full comprehension of the terms herein and their implications, or voluntarily chosen to do so in disregard of any risk of failure to comprehend the terms and conditions of this Release.

If, after the date hereof, any provision of this Release is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.

The Undersigned agrees to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to fully effect and give force to the terms and intent of this Release, including if necessary the filing and entering upon the records of the court a voluntary dismissal with prejudice of all claims asserted in the complaint filed in the Civil Action.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE.

Witness my hand and seal this 2nd day of Sept, 2015.

Signature:

 (SEAL)
Brian D. Watkins

STATE OF North Carolina

COUNTY OF Guilford

On the 2 day of September, 2015 before me personally appeared **Brian D. Watkins**, to me known, or by presentation of proper identification made to be known, to be the person(s) named herein as the Undersigned, and who executed the foregoing Release freely and voluntarily, or acknowledged the due execution thereof.

Witness my hand and Notarial Seal this 2 day of September, 2015.



Kimberly S. Clark
Notary Public

My commission expires:

11-8-2016

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normanbsmith@earthlink.net

September 3, 2015

Ms. Kay Sterling
Sterling Adjustment Company
416 Gallimore Dairy Road
Greensboro, NC 27409

Re: *Brian D. Watkins*

Dear Ms. Sterling:

We enclose release, which has been signed by our client and properly notarized.

We look forward to receiving the settlement funds soon.

Thank you for your help in bringing this matter to a satisfactory conclusion.

Yours sincerely,



Norman B. Smith

NBS:bl:8301

Enclosure

cc: Mr. Brian D. Watkins

NORTH CAROLINA **FILED** IN THE GENERAL COURT OF JUSTICE
GUILFORD COUNTY 2015 SEP 22 P 3:22 SUPERIOR COURT DIVISION
15 CVS 6685

BRIAN D. WATKINS,

Plaintiff,

v.

A. G. MAAS, Individually and in
his Official Capacity as an Officer
of the Greensboro Police
Department; and JOHN DOE,
Individually and in his Official
Capacity as an Officer of the
Greensboro Police Department,

Defendants.

NOTICE OF VOLUNTARY
DISMISSAL WITH PREJUDICE

NOW COMES, plaintiff in the above entitled action and gives notice of
voluntary dismissal of defendants in this action, with prejudice, as provided in Rule
41 of the Rules of Civil Procedure.

Respectfully submitted,



Attorney for Plaintiff

Norman B. Smith

Smith, James, Rowlett & Cohen, LLP

PO Box 990

Greensboro, NC 27402-0990

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Fax: (336) 274-8490

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CERTIFICATE OF SERVICE

I, Norman B. Smith, attorney for plaintiff in the above entitled action, do hereby certify that I have served a copy of the foregoing notice of voluntary dismissal with prejudice, on counsel of record, by placing said document in an envelope with first-class postage affixed, and by depositing said envelope in the U.S. Post Office in Greensboro, North Carolina, this the 22nd day of September, 2015, said envelope being addressed as follows:

Mr. James Clark
City of Greensboro Attorney
PO Box 3136
Greensboro, NC 27402-3136



Attorney for Plaintiff
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Smith, James, Rowlett & Cohen, LLP
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